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Attorneys for Plaintiffs Board of Trustees of the
6 *Painters & Floorcoverers Joint Committee, et al.*

7
8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 * * * * *

11 BOARD OF TRUSTEES OF THE PAINTERS
AND FLOORCOVERERS JOINT
12 COMMITTEE; BOARD OF TRUSTEES OF
THE EMPLOYEE PAINTERS' TRUST;
13 BOARD OF TRUSTEES OF THE PAINTERS,
GLAZIERS AND FLOORCOVERERS JOINT
14 APPRENTICESHIP AND JOURNEYMAN
TRAINING TRUST; BOARD OF TRUSTEES
OF THE PAINTERS, GLAZIERS AND
15 FLOORCOVERERS SAFETY TRAINING
TRUST FUND; BOARD OF TRUSTEES OF
16 THE SOUTHERN NEVADA PAINTERS AND
DECORATORS AND GLAZIERS LABOR-
17 MANAGEMENT COOPERATION
COMMITTEE TRUST; BOARD OF
18 TRUSTEES OF THE SOUTHERN NEVADA
GLAZIERS AND FABRICATORS PENSION
19 TRUST FUND; PDCA/FCA INDUSTRY
PROMOTION FUND; PAINTERS
20 ORGANIZING FUND; SOUTHERN NEVADA
PAINTERS AND GLAZIERS MARKET
21 RECOVERY TRUST FUND; BOARD OF
TRUSTEES OF THE INTERNATIONAL
22 PAINTERS AND ALLIED TRADES
INDUSTRY PENSION FUND; BOARD OF
23 TRUSTEES OF THE FINISHING TRADES
INSTITUTE; PAINTERS AND ALLIED
24 TRADES LABOR-MANAGEMENT
COOPERATION INITIATIVE; and
25 INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT COUNCIL
26 16,

27 Plaintiffs,
28

CASE NO.: 2:19-cv-02056

**STIPULATION AND ORDER FOR
EXTENSION OF TIME TO FILE
RESPONSIVE PLEADINGS AND
CONSENT TO AUDIT**

Date: N/A
Time: N/A

1 vs.

2 FF&E REFINISHING NV, LLC, a Nevada
3 limited-liability company; FF&E
4 REFINISHING, LLC, a Georgia limited-
5 liability company; ROBERT MARIO
6 INSENGA, an individual; ARIA RESORT &
7 CASINO HOLDINGS, LLC, a Nevada limited-
8 liability company; JOHN DOES I-XX,
9 inclusive; and ROE ENTITIES I-XX, inclusive,

Defendants.

10 The Plaintiffs, acting by and through their counsel, Christensen James & Martin, Chtd.,
11 and Defendants FF&E Refinishing NV, LLC ("FF&E Refinishing NV"), FF&E Refinishing,
12 LLC ("FF&E Refinishing"), Robert Mario Insenga ("R Insenga") (FF&E Refinishing NV,
13 FF&E Refinishing and R Insenga collectively referred to herein as the "FF&E Defendants")
14 and Aria Resort & Casino Holdings, LLC ("Aria") (the FF&E Defendants and Aria collectively
15 referred to herein as the "Defendants") (Plaintiffs and Defendants collectively referred to herein
16 as the "Parties") hereby Stipulate, Agree and Request this Court's Order as follows:

17 1. This matter is currently pending before the above-entitled Court and has not
18 been scheduled for trial. There are no summary judgment or dispositive motions pending before
19 the Court.

20 2. The Defendants hereby acknowledge that they were each served with, or
21 accepted service of, Plaintiffs' Summons and Complaint in the above-entitled matter as of
22 January 29, 2020;

23 3. The Parties are negotiating a resolution of their claims and defenses, but have
24 not yet finalized those negotiations.

25 4. The Defendants shall have until March 30, 2020, to file their responsive
26 pleadings, which extension is intended to allow the Parties additional time in which to
27 exchange documents and information and attempt to reach a resolution of their claims and
28 defenses. This is the first request for an extension of time to file responsive pleadings and is not

requested to cause delay or for any other improper purpose.

5. The Plaintiffs have requested, and the FF&E Defendants hereby agree, that the FF&E Defendants shall submit to a payroll compliance audit ("Audit") and provide the payroll and related records in their possession or control showing the work performed by FF&E Refinishing NV and/or FF&E Refinishing at the Aria Resort and Casino ("Audit Documents").

6. The FF&E Defendants shall provide all Audit Documents to counsel for the Plaintiffs, Christensen James & Martin, Chtd., located at 7440 West Sahara Avenue, Las Vegas, NV 89117, on or before February 10, 2020. The FF&E Defendants also agree to provide within a reasonable time any other documents requested by the Plaintiffs that may be necessary to perform the Audit.

7. The Plaintiffs, as employee benefit trust funds governed by the Employee Retirement Security Act, have the right to audit a signatory's records to ensure compliance with the terms and conditions of the applicable collectively bargained agreement and trust agreements.

8. This Stipulation is made in an effort to avoid protracted litigation with accompanying costs and is not an admission of liability, nor is this Stipulation a modification of any collective bargaining agreement or trust agreement.

9. The Parties agree that this Case shall be stayed until March 30, 2020, to allow the FF&E Defendants time in which to provide the Audit Documents to the Plaintiffs, to allow the Plaintiffs additional time to perform the Audit and to allow the Parties additional time in which to resolve their claims and defenses. If the Parties cannot resolve their claims and defenses, then they will be required to litigate this matter in the ordinary course, and the Defendants shall be required to file and serve responsive pleadings by March 30, 2020.

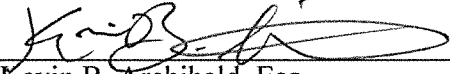
10. The stay, as proposed herein, does not apply to any motions that may be brought by Plaintiffs to compel compliance with this Stipulation.

11. The Defendants acknowledge and assert that they have had an opportunity to discuss this Stipulation and the effects that it has or may have with the attorney of their choice,

1 that they accept the consequences of entering into this Stipulation and that for the limited
2 purpose of entering this Stipulation, they have chosen to appear pro se.

3 12. The Defendants acknowledge further that should settlement negotiations
4 between the Parties fail and the Defendants be required to file responsive pleadings, then Aria,
5 FF&E Refinishing NV and FF&E Refinishing, LLC may only appear in the Case through
6 licensed counsel pursuant to *Rowland v. California Men's Colony*, 506 U.S. 194 (1993) and
7 *U.S. v. High Country Broadcasting Co., Inc.*, 3 F.3d 1244 (1993).

8 **Christensen James & Martin, Chtd.**

9 By: 
10 Kevin B. Archibald, Esq.
11 Nevada Bar No. 11871
12 7440 W. Sahara Avenue
13 Las Vegas, Nevada 89117
14 Telephone: (702) 255-1718
15 Email: kba@cjmlv.com
16 Attorneys for Board of Trustees
17 of the Painters & Floorcoverers Joint
18 Committee, et al.

19 Dated this 31st day of January, 2020.

20 **Aria Resort & Casino Holdings, LLC**

21 By: _____
22 Name: _____
23 Title: _____
24 Dated this _____ day of January, 2020.

FF&E Refinishing NV, LLC

By: _____
Robert Mario Insenga, its _____

Dated this _____ day of January, 2020.

FF&E Refinishing, LLC

By: _____
Robert Mario Insenga, its _____

Dated this _____ day of January, 2020.

Robert Mario Insenga

Dated this _____ day of January, 2020.

ORDER

IT IS SO ORDERED.

UNITED STATES MAGISTRATE JUDGE

Dated: _____

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2 purpose of entering this Stipulation, they have chosen to appear pro se.

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15 Email: kba@cjmlv.com
16 *Attorneys for Board of Trustees*
17 *of the Painters & Floorcoverers Joint*
18 *Committee, et al.*

19 Dated this _____ day of January, 2020.

20 **Aria Resort & Casino Holdings, LLC**

21 By: _____
22 Name: _____
23 Title: _____
24 Dated this _____ day of January, 2020.

25 **FF&E Refinishing NV, LLC**

26 By: _____
27 Robert Mario Insenga, its _____
28 Dated this 31 day of January, 2020.

FF&E Refinishing, LLC

By: _____
Robert Mario Insenga, its _____
Dated this 31 day of January, 2020.

Robert Mario Insenga

By: _____
Dated this 31 day of January, 2020.

ORDER

IT IS SO ORDERED.

UNITED STATES MAGISTRATE JUDGE

Dated: _____

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2 purpose of entering this Stipulation, they have chosen to appear pro se.

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7 *U.S. v. High Country Broadcasting Co., Inc.*, 3 F.3d 1244 (1993).

8 **Christensen James & Martin, Chtd.**

FF&E Refinishing NV, LLC

9 By: _____

By: _____

10 Kevin B. Archibald, Esq.
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15 Email: kba@cjmlv.com
16 Attorneys for Board of Trustees
17 of the Painters & Floorcoverers Joint
18 Committee, et al.

Robert Mario Insenga, its _____

Dated this _____ day of January, 2020.

FF&E Refinishing, LLC

By: _____

Robert Mario Insenga, its _____

Dated this _____ day of January, 2020.

Robert Mario Insenga

Aria Resort & Casino Holdings, LLC

16 By:  _____

Dated this _____ day of January, 2020.

18 Name: Ashley Eddy

19 Title: Authorized Representative

20 Dated this 31ST day of January, 2020.

ORDER

IT IS SO ORDERED.



UNITED STATES MAGISTRATE JUDGE

2/4/2020

Dated: _____